



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

172988
ES

FEB 19 2003

REPLY TO THE ATTENTION OF:

Thomas Sansonetti
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

RE: Consent Decree Regarding Settlement for the Ohio Drum Superfund Site
in Cleveland, Ohio

Dear Mr. Sansonetti:

I recommend that the Department of Justice approve the proposed Consent Decree regarding a settlement for the Ohio Drum Superfund Site ("the Site") in Cleveland, Ohio. The United States alleges that the settling defendant sent hazardous substances to the Site.

The Ohio Drum Superfund Site is a former drum cleaning operation located at 3967 West Pearl Road, Cleveland, Ohio. In 1979, U.S. EPA conducted an inspection of the Ohio Drum facility. Inspectors observed a visible plume of contaminants entering Big Creek, a tributary of the Cuyahoga River and Lake Erie. Subsequent sampling indicated that Ohio Drum was discharging organic chemicals, PCBs, and heavy metals through a nearby swamp and into Big Creek. Sampling done by the U.S. EPA in 1980 found high levels of PCBs (17,100 parts per million (ppm)), cadmium (120 ppm), chromium (880 ppm), lead (6,400 ppm) and mercury (86 ppm) in the swamp.

In 1981, Ohio Drum Reconditioning Company, Inc., stopped operations and sold their equipment to L. Gray Barrel/ Lomack Drum Company. Lomack Drum Company continued to operate the facility until a fire occurred in 1984. The site has been abandoned since that time.

On March 3, 1991, U.S. EPA's Technical Assistance Team (TAT) members performed a site assessment for Ohio Drum. Soil/sediment samples from around the facility and in the swamp area were taken. Samples from the top few inches of the swamp sediment found PCBs (170 ppm), lead (4,700 ppm), mercury (100 ppm), chromium (710 ppm), cadmium (100 ppm) and numerous polynuclear aromatic hydrocarbon (PAH) compounds. TAT members also found elevated levels of PCBs (64 ppm) and lead (2,700 ppm) at the Ohio Drum Site.

An action memorandum was signed on June 28, 1996, authorizing the expenditure of up to \$1,420,000 to mitigate the threats to public health, welfare and the environment. On September 10, 1996, EPA issued a Unilateral Administrative Order ("UAO") under Section 106 of CERCLA, docket number V-W-96-C-360, ordering the PRPs to perform a removal. The parties receiving the UAO were: Archer-Daniels-Midland Company, Ashland Chemical Company, Baltimore-Ennis Land Company, Brookside Auto Parts, City Barrel & Drum, Cuyahoga Chemical Company, DeSantis Paints Manufacturing Company, Elmer Freiberg, Lomack Drum Company, Leeco Corporation, Lincoln Electric Company, General Steel Barrel Company, Ohio Drum Reconditioning, Inc., Technical Products, David Tvert, US Steel Corporation, Waterlox Coatings Corporation, Werner G. Smith, and Youngstown Barrel & Drum Company. After receiving the UAO, some recipients began negotiating with EPA to settle their liability at the Site.

After several years of negotiations, one group of PRPs agreed to perform a removal on the swamp portion of the Site and to pay \$100,000 toward past costs. The parties entering into the consent decree were: Archer-Daniels-Midland Company, Ashland Chemical Company, Baltimore-Ennis Land Company, Brookside Auto Parts, Lincoln Electric Company, Technical Products, and Werner G. Smith. A complaint and consent decree were lodged on October 8, 1998, in the United States District Court for the Northern District of Ohio, docket number 98 CV 2302. The Consent Decree was entered on January 11, 1999. The parties to the consent decree performed the removal on the swamp portion, paid \$100,000, and are no longer part of this action. In exchange for the payment and completion of work on the swamp portion, the parties received a covenant not to sue from the United States for the entire site.

After the swamp portion defendants entered into a consent decree, the industrial portion remained. On April 21, 1999, the UAO was amended for the third time, adding three parties and removing the swamp portion from the work to be performed section. The parties who entered into the consent decree were deleted from the UAO. The PRPs named in the April 21, 1999, UAO were: City Barrel & Drum, Corco, Inc., Cuyahoga Chemical, DeSantis Paints, Elmer Freiberg, ICI Paints, Lomack Drum, David Tvert, US Gypsum, US Steel, Waterlox, and Youngstown Barrel.

When these PRPs refused to perform the proposed work on the industrial portion, EPA performed the removal. On June 21, 1999, an EPA contractor mobilized to the Site. From July 15 through September 15, 1999, 51 truckloads of hazardous waste were transported off-site for treatment and disposal. The September 15, 1999, demobilization date also sets the statute of limitations date, three years from the date of demobilization, or September 15, 2002, pursuant to CERCLA § 113(g)(2)(A).

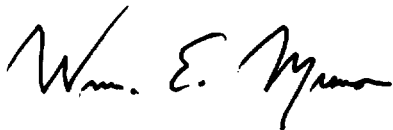
After several years of negotiations, U.S. EPA referred the case to the Department of Justice. In early September 2002, DOJ entered into tolling agreements with all the parties to the UAO except Truco, Inc. and Lomack Drum Company. On September 13, 2002, DOJ filed a complaint against Truco, Inc. and Lomack Drum Company in the United States District Court for the

Eastern District of Ohio, docket number 02 CV 1805. The enclosed Consent Decree resolves Truco Inc.'s liability.

U.S. EPA requests approval of the enclosed Consent Decree. Pursuant to its terms, the settling defendant will pay a total of \$7000 to U.S. EPA due 30 days after entry of the Consent Decree. Three thousand five hundred dollars will be paid to reimburse past costs, and three thousand five hundred dollars will be paid as a penalty for failure to comply with the UAO. In return, the settling defendant will receive contribution protection from U.S. EPA, and a covenant not to sue from U.S. EPA for past and future costs associated with the Site.

Given the nature of this case, I believe that this Consent Decree represents a fair and equitable outcome under CERCLA. The U.S. EPA technical contact for the Ohio Drum Superfund Site is Debbie Regel; her phone number is (312) 353-7632. The U.S. EPA attorney for the Site is Mark Geall, Assistant Regional Counsel, at (312) 353-9538.

Sincerely yours,



William E. Muno
Director, Superfund Division

Enclosure

cc: Phyllis Harris
Deputy Assistant Administrator for Enforcement and
Compliance Assurance

Susan Bromm, Director
Office of Site Remediation Enforcement

Bill Brighton
Environment and Natural Resources Division
U.S. Department of Justice

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking: (1) reimbursement of response costs incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the Ohio Drum Superfund Site in Cleveland, Ohio ("the Site"); (2) a declaration, pursuant to 42 U.S.C. § 9613(g)(2), that the defendants are jointly and severally liable for all future response costs that are incurred by the United States in connection with the Site; and (3) civil penalties and punitive damages for the defendants' failure to comply with an administrative order issued by EPA on April 21, 1999 pursuant to its statutory authority under Section 106(a) of CERCLA.

B. The defendant that has entered into this Consent Decree ("Settling Defendant") does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Settling Defendant consents to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Decree" shall mean this Consent Decree and the appendix attached hereto. In the event of conflict between this Consent Decree and the appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the

period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

h. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

i. "Parties" shall mean the United States, and the Settling Defendant.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid at or in connection with the Site prior to the date of entry of this Consent Decree, plus accrued Interest on all such costs through the date of entry of this Consent Decree.

k. "Plaintiff" shall mean the United States.

l. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

m. "Settling Defendant" shall mean Truco, Inc.

n. "Site" shall mean the Ohio Drum Superfund Site, located at 3967 West Pearl

Road in Cleveland, Cuyahoga County, Ohio and depicted more clearly on the map attached at Appendix A.

o. "UAO" shall mean the Unilateral Administrative Order issued by the EPA to the Settling Defendant on April 21, 1999, under the authority of Section 106(a) of CERCLA.

p. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Payment of Past Response Costs to the EPA Hazardous Substance Superfund. Within 30 days of entry of this Consent Decree, Settling Defendant shall pay to the EPA Hazardous Substance Superfund \$3,500 in reimbursement of Past Response Costs, plus an additional sum for Interest on that amount calculated from the date set forth in the definition of Past Response Costs through the date of payment. Payment shall be made by certified check or checks or cashier's check or checks made payable to "U.S. Department of Justice," referencing the name and address of the party making payment, the EPA Region and Site Spill ID Number 0526 USAO File Number 2002V01607, and DOJ Case Number 90-11-2-1300/2. Settling Defendant shall send the check[s] to:

Financial Litigation Unit
U.S. Attorney's Office
Northern District of Ohio
1800 Bank One Center
600 Superior Avenue, East
Cleveland, Ohio 44114-2600

Settling Defendant shall send to EPA and DOJ notice that such payment has been made in accordance with Section XII (Notices and Submissions) and to:

Anthony Audia
Financial Management Officer
U.S. Environmental Protection Agency – Region 5
Mail Code MFS-10J
77 West Jackson Blvd.
Chicago, IL 60604

VI. CIVIL PENALTY

5. Within 30 days of entry of this Consent Decree, Settling Defendant shall pay to the EPA Hazardous Substance Superfund a civil penalty of \$3,500 for failure to comply with the UAO. Payment shall be made by certified check or checks or cashier's check or checks made payable to "U.S. Department of Justice," referencing the name and address of the party making payment, the EPA Region and Site Spill ID Number 0526, USAO File Number 2002V01607, and DOJ Case Number 90-11-2-1300/2. Settling Defendant shall send the check[s] to:

Financial Litigation Unit
U.S. Attorney's Office
Northern District of Ohio
1800 Bank One Center
600 Superior Avenue, East
Cleveland, Ohio 44114-2600

Settling Defendant shall send to EPA and DOJ notice that such payment has been made in accordance with Section XII (Notices and Submissions) and to:

Anthony Audia
Financial Management Officer
U.S. Environmental Protection Agency – Region 5
Mail Code MFS-10J
77 West Jackson Blvd.
Chicago, IL 60604

VII. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

6. Interest on Late Payments. In the event that any payment(s) required by Section V (Reimbursement of Response Costs) or Section VI (Civil Penalty), or Section VII, Paragraph 7 (Stipulated Penalty), are not received when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

7. Stipulated Penalty.

a. If any amounts due to EPA under this Consent Decree are not paid by the required date, Settling Defendant shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 6, \$750.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund" and shall be sent to:

U.S. Environmental Protection Agency – Region 5
Program Accounting and Analysis Branch
P.O. Box 70753
Chicago, IL 60673

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, the EPA Region and Site Spill ID Number 0526, USAO File Number 2002V01607, and DOJ Case Number 90-11-2-1300/2. Copies of check[s] paid pursuant to this Paragraph, and any accompanying transmittal letter[s], shall be sent to EPA and DOJ as provided in Section XII (Notices and Submissions) and to:

Anthony Audia
Financial Management Officer

U.S. Environmental Protection Agency – Region 5
Mail Code MFS-10J
77 West Jackson Blvd.
Chicago, IL 60604

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

8. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

9. Payments made under Paragraphs 4-7 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

10. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VIII. COVENANT NOT TO SUE BY PLAINTIFF

11. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 12 (Reservation of Rights by United States), the United States covenants not to sue Settling Defendant: (a) pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past

Response Costs; and (b) pursuant to Section 106(b)(1) of CERCLA, 42 U.S.C. §§ 9606(b)(1), for its failure to comply with the UAO. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Past Response Costs), Section VI (Civil Penalty), and Section VII, Paragraphs 6 (Interest on Late Payments) and 7(a) (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendant of its obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendant and does not extend to any other person.

12. Reservation of Rights by United States. The covenant not to sue set forth in Paragraph 11 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all other matters, including but not limited to:

a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;

b. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

c. criminal liability;

d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 6906; and

e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANT

13. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, the UAO, or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at the Site for which the response costs were incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to response costs.

14. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

15. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

16. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendant is entitled, as of the effective date of this Consent Decree, to protection from

contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C.

§ 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

17. Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

18. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VIII.

XI. RETENTION OF RECORDS

19. Until six years after the entry of this Consent Decree, Settling Defendant shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

20. After the conclusion of the document retention period in the preceding paragraph, Settling Defendant shall notify EPA and DOJ at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA or DOJ, Settling Defendant shall deliver any such records or documents to EPA. Settling Defendant may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege, it shall provide Plaintiff with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendant shall retain all records and documents that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has

been resolved in the Settling Defendant's favor.

21. By signing this Consent Decree, Settling Defendant certifies that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Defendant regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

XII. NOTICES AND SUBMISSIONS

22. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendant, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-2-1300/2)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Mark Geall
Assistant Regional Counsel
U.S. EPA, Region V
77 West Jackson Blvd.
Chicago, IL 60604

Debbie Regel
U.S. EPA, Region V
77 West Jackson Blvd.
Chicago, IL 60604

As to Settling Defendant:

Mary Davis, Esq.
Seeley, Savidge & Ebert
800 Bank One Center
600 Superior Avenue, East
Cleveland, Ohio, 44114-2655

XIII. RETENTION OF JURISDICTION

23. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

24. This Consent Decree and its appendix constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this

Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendix is attached to and incorporated into this Consent Decree:

"Appendix A" is a map of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

25. Pursuant to Section 122(d)(2)(B) of CERCLA, 42 U.S.C. § 9622(d)(2)(B), this Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

26. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. EFFECTIVE DATE

27. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES/SERVICE

28. Each undersigned representative of Settling Defendant and the undersigned Section Chief or Deputy Section Chief of the Environmental Enforcement Section of the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and

bind legally such Party to this document.

29. Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

30. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendant hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS ____ DAY OF _____, 200_.

United States District Judge

Attachment A

Site Location Map



Quadrangle Location



Ecology and Environment, Inc.
 Superfund Technical Assessment and Response Team
 Region 5
 6777 Engle Rd., Middleburg Hts., Ohio 44130

TITLE	Site Location Map	ATTACHMENT	A
SITE	Ohio Drum	TDD	S05-9906-007
CITY	Cleveland	STATE	Ohio
SCALE	1:24,000	DATE	1984
SOURCE	USGS 7.5 Minute Series, Cleveland South Quadrangle		

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Lomack Drum Company, et al., Civil Action No. 1:02CV1805, relating to the Ohio Drum Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: _____

W. BENJAMIN FISHEROW
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

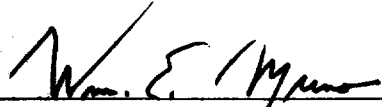
EMILY SWEENEY
United States Attorney
Northern District of Ohio

STEVEN J. PAFFILAS
Assistant United States Attorney
1800 Bank One Center
600 Superior Avenue, East
Cleveland, Ohio 44114-2600
(216) 622-3698

ROBERT W. DARNELL
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-4162

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Lomack Drum Company, et al., Civil Action No. 1:02CV1805, relating to the Ohio Drum Superfund Site.

FOR THE UNITED STATES OF AMERICA



WILLIAM E. MUNRO

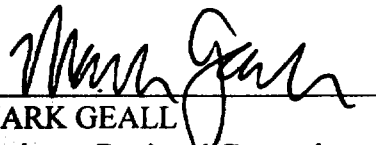
Director, Superfund Division

U.S. Environmental Protection Agency

Region V

77 West Jackson Blvd.

Chicago, IL 60604



MARK GEALL

Assistant Regional Counsel

U.S. Environmental Protection

Agency-Region V

77 West Jackson Blvd.

Chicago, IL 60604

(312) 353-9538

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Lomack Drum Company, et al., Civil Action No. 1:02CV1805, relating to the Ohio Drum Superfund Site.

FOR DEFENDANT TRUCO, INC.

Date: 1/16/03

Chris Hoskins

[Names and address of Defendant's signatories]

Chris Hoskins, President

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Chris Hoskins

Title: President

Address: 3033 W. 44th Street
Cleveland, OH 44113

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FOR DEFENDANT TRUCO, INC.

Date: _____

[Names and address of Defendant's signatories]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____

Title: _____

Address: _____